

ELKINS KALT WEINTRAUB REUBEN GARTSIDE LLP
ROYE ZUR, State Bar No. 273875
rzur@elkinskalt.com
LAUREN N. GANS, State Bar No. 247542
lgans@elkinskalt.com
10345 W. Olympic Blvd.
Los Angeles, California 90064
Telephone: 310.746.4400
Facsimile: 310.746.4499

Attorneys for Mowbray Waterman Property,
LLC, Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re:
THE ORIGINAL MOWBRAY'S TREE
SERVICE, INC., a Delaware corporation,
Debtor and Debtor-in-Possession.

In re:
MOWBRAY WATERMAN PROPERTY,
LLC,
Debtor and Debtor-in-Possession.

In re:
ROBIN ELAINE MOWBRAY,
Debtor and Debtor-in-Possession.

- ☐ Affects THE ORIGINAL MOWBRAY
TREE SERVICE, INC.
☒ Affects MOWBRAY WATERMAN
PROPERTY, LLC
☐ Affects ROBIN ELAINE MOWBRAY
☐ Affects All Debtors

FILED & ENTERED

DEC 19 2025

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY bolte DEPUTY CLERK

Lead Case No. 8:24-bk-12674-SC

Chapter 11

(Jointly Administered with Case Nos.
8:25-bk-10542-SC and 8:25-bk-10543-SC)

ORDER:

**(1) AUTHORIZING SALE OF REAL
PROPERTY LOCATED AT 386 S. ALLEN
ST., SAN BERNARDINO, CA, PURSUANT
TO 11 U.S.C. § 363(b) AND (f);**

(2) APPROVING OVERBID PROCEDURES;

**(3) APPROVING BUYER, SUCCESSFUL
BIDDER, AND BACK-UP BIDDER AS
GOOD-FAITH PURCHASERS PURSUANT
TO 11 U.S.C. § 363(m); AND**

**(4) AUTHORIZING PROPOSED PAYMENT
OF PROCEEDS OF SALE**

Hearing (via ZoomGov):

Date: December 17, 2025
Time: 1:30 p.m.
Place: Courtroom 5C
411 West Fourth Street
Santa Ana, CA 92701

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Los Angeles, California 90064
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On December 17, 2025, the above-captioned Court held a hearing on the *Motion for Order: (1) Authorizing Sale of Real Property Located at 386 S. Allen St., San Bernardino, CA Pursuant to 11 U.S.C. § 363(b) and (f); (2) Approving Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-Up Bidder as Good-Faith Purchasers Pursuant To 11 U.S.C. § 363(m); and (4) Authorizing Proposed Payment of Proceeds of Sale* (the “Motion”)¹ [Docket No. 1201] filed by debtor and debtor-in-possession Mowbray Waterman Property, LLC (the “Debtor”). Appearances were as noted on the record. All capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Motion.

Having considered the Motion and all papers filed in support of the Motion; finding that service and notice were proper and that no further or additional notice need be given; having considered the statements and arguments of counsel on the record at the hearing on the Motion, and for the reasons of the Court stated on the record, the Court finds good cause to enter the following order:

IT IS ORDERED that:

1. The Motion is granted.
2. The overbid procedures set forth in the Motion are approved.
3. The Debtor is authorized and directed to sell the real property located at 386 S. Allen St., San Bernardino, CA 92408 (APNs 0136-251-28, 02136-251-29, 0136-251-30, 0136-251-31, 0136-251-40), and as described in Exhibit “1” hereto (the “Property”), to Boone Trucking, Inc., or its assignee (“Buyer”), for \$1,950,000.00. The sale shall be free and clear of any and all liens and interests pursuant to 11 U.S.C. § 363(b) and (f).
4. The Buyer hereby is determined to be a “good faith purchaser” pursuant to 11 U.S.C. § 363(m).
5. If the Buyer fails to timely close the sale of the Property, then the Deposit is forfeited to the Debtor as provided in the Agreement and the Addendum thereto.
6. The Debtor is authorized and directed to pay directly from escrow upon the closing

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 of the sale of the Property the following:

2 a. The Broker's commission to the listing broker, and any cooperating broker
3 as set forth in the Motion;

4 b. Taxes secured by the Property;

5 c. Ordinary and reasonable costs of sale of the Property from the proceeds of
6 sale; and

7 d. The net proceeds to PNC Bank, N.A., on account of its secured claim.

8 7. The Buyer's bid is non-contingent and irrevocable, subject only to the entry of this
9 Order.

10 8. The sale of the Property is "as-is" and "where-is" with all faults and without
11 warranty, representation, or recourse whatsoever.

12 9. The Debtor is authorized and directed to execute any documents and take any
13 actions reasonably necessary to consummate the sale of the Property as set forth herein.

14 10. The stay of the order granting the Motion imposed by Federal Rule of Bankruptcy
15 Procedure 6004(h) and any other applicable bankruptcy rules is waived.

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24 Date: December 19, 2025



Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT 1

LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of San Bernardino, County of San Bernardino, State of California, and is described as follows:

Parcel No. 1:

Lot 6 and The South 50 feet of Lots 12, 13, 14 and 15, Block "D", of SHAY'S HALF ACRES NO. 2, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 23 of Maps, Page(s) 60 records of said county, and that portion of Dorothy Street, now vacated, lying between the North and South boundary lines of said Lot 6, extended West to the East line of the right of way of the Atchison, Topeka and Santa Fe Railroad: also that portion of Block 8, of the RANCHO SAN BERNARDINO, in the City of San Bernardino, as per plat recorded in Book 23 of Maps, Page(s) 60, records of said county, described as follows:

Beginning at a point 579.30 feet North of the Southeast corner of said Block 8; thence North 50 feet along the West line of Allen Street; Thence West 402.13 feet; more or less, to the East line of the right of way of the Atchison, Topeka and Santa Fe Railway; thence Southeasterly along said right of way line to the Northwest corner of Lot 7, in Block "E" of SHAY'S HALF ACRES no. 2, recorded in Book 23 of Maps, Page 60, records of said county; Thence East 395.21 feet to the Point of Beginning; being that parcel of land, as shown on plat recorded in Book 23 of Maps, Page(s) 60, records of said county, as Martin Street and portion of Dorothy Street.

Note: said Martin Street and portion of Dorothy Street were vacated by Ordinance No. 1305 of the Common Council of the City of San Bernardino, recorded October 8, 1926 in Book 146, Page(s) 200, Official Records.

Parcel No. 2:

Lot 5 and a portion of Lots 12, 13, 14 and 15 in Block "D" of SHAY'S A HALF ACRES NO. 2, and a portion of Dorothy Street abandoned, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 23 of Maps, Page(s) 60, records of said county, described as a whole as follows:

Beginning at a point 679.30 feet North of the Southeast corner of Block 8, RANCHO SAN BERNARDINO, as per plat recorded in Book 7 of Maps, Page(s) 2, record of said county; Thence North along the West line of Allen Street 50 feet; Thence West 409.58 feet, more or less, to the East line of the right of way of the Atchison, Topeka and Santa Fe Railroad; thence Southeasterly along said right of way line to a point due West of the Point of Beginning; thence East to the Point of Beginning.

Parcel No. 3:

Lot 4 and that portion of Lots 12, 13, 14 and 15, Block "D", SHAYS HALF ACRES NO. 2, in the County of San Bernardino, State of California, as per plat recorded in Book 23 of Maps, Page(s) 60, records of said county, and that portion of Dorothy Street, as shown on said map, described as follows:

Beginning at a point on the West line of Allen Street, which point is 729.30 feet North of the Southeast corner of Block 8 of the RANCHO SAN BERNARDINO; thence North 50 feet along the West line of Allen Street; Thence West 424.48 feet, more or less, to the Easterly line of the Atchison, Topeka and Santa Fe Railroad right of way; thence Southeasterly along said right of way line to a point due West of the Point of Beginning; thence East 417.03 feet, more or less, to the Point of Beginning.

For conveyancing purposes only: APN 0136-251-28-0-000 (Affects Parcel No. 2);
0136-251-29-0-000 (Affects Lot 6 of Parcel No. 1);
0136-251-30-0-000 (Affects Portion of Parcel No. 1);
0136-251-31-0-000 (Affects Portion of Parcel No. 1); and
0136-251-40-0-000 (Affects Parcel No. 3)